



Terms of Use

Where the context admits: "OCEAN", "We", "Our" & "Us" includes OCEAN TELECOMMUNICATIONS Ltd. of: Tinalyra, Grange, Ardmore, Co Waterford, Ireland. OCEAN is an online storage service that allows Members to store files online, access them remotely, share them with other OCEAN Users and publish them on the Internet.

The services offered by OCEAN include the www.oceandatasafe.com website and other websites operated by OCEAN (the "OCEAN Websites"), the OCEAN software applications and any other features, content, or applications offered from time to time by OCEAN in connection with the OCEAN Websites (collectively, the "OCEAN Services").

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the OCEAN Services. By using the OCEAN Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the OCEAN Websites) or you are a "Member" (which means that you have registered with OCEAN). The term "User" refers to a Visitor or a Member. You are only authorized to use the OCEAN Services if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the OCEAN Websites and discontinue use of the OCEAN Services immediately. If you wish to become a Member, share data with other Members and make use of the OCEAN Services, you must read this Agreement and indicate your acceptance during the registration process.

OCEAN may modify this Agreement from time to time and such modification shall be effective upon posting by OCEAN on the OCEAN Websites. OCEAN will inform Members by email about such modifications. If you do not agree with such modification you have the right to terminate your membership with OCEAN. You agree to be bound to any changes to this Agreement when you use the OCEAN Services after the modification has been posted for at least one month. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

1. Use Of The OCEAN Services

1. Use of and Membership in the OCEAN Services is void where prohibited.

2. By using the OCEAN Services, you represent and warrant that:
 1. all registration information you submit is truthful and accurate;
 2. you will maintain the accuracy of such information;
 3. you are 18 years of age or older;
 4. your use of the OCEAN Services does not violate any applicable law or regulation;
3. When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account or password of another Member at any time or to disclose your password to any third party. You agree to notify OCEAN immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.
4. You will create, maintain and use only one Member account and password on the OCEAN Websites for your use. You will not create multiple Member accounts and passwords for your use on the OCEAN Websites.
5. You will not use the OCEAN services in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.
6. Without limiting the foregoing, you will not use the OCEAN services for any of the following activities:
 1. criminal or tortuous activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
 2. advertising to, or solicitation of, any Member to buy or sell any products or services through the OCEAN Services. You may not transmit any chain letters or junk email to other Members. It is also a violation of these rules to use any information obtained from the OCEAN Services in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent;
 3. any automated use of the system, such as using scripts to add friends or copy files;
 4. interfering with, disrupting, or creating an undue burden on the OCEAN Services or the networks or services connected to the OCEAN Services;
 5. attempting to impersonate another Member or person;
 6. using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;
 7. selling or otherwise transferring your Membership;

8. using any information obtained from the OCEAN Services in order to harass, abuse, or harm another person;
9. using the OCEAN Services in a manner inconsistent with any and all applicable laws and regulations;
7. We shall use our reasonable endeavours to make available to you at all times the OCEAN Services but we shall not, in any event, be liable for interruptions to or unavailability of the OCEAN Services.
8. OCEAN reserves the right, in its sole discretion, to reject, restrict, suspend, or terminate your access to all or any part of the OCEAN Services at any time, with or without prior notice.

2. Content

1. OCEAN does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you upload to the OCEAN Services.
2. You represent and warrant that your uploading any Content to the OCEAN Services does not violate the privacy rights, publicity rights, intellectual property rights (including copyrights), contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content uploaded by you to the OCEAN Services.
3. Without limiting the foregoing, you will not upload any Content to the OCEAN Services which:
 1. is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 2. harasses or advocates harassment of another person;
 3. exploits people in a sexual or violent manner;
 4. contains nudity, violence, or offensive subject matter or contains a link to an adult website;
 5. solicits personal information from anyone under 18;
 6. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
 7. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
 8. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
 9. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

10. solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
 11. involves commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
 12. includes a photograph of another person that you have uploaded without that person's consent;
4. By using the facilities of the OCEAN Services to make Content available to other Users ("Shared Content"):
 1. you grant to OCEAN a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute your Shared Content on and through the OCEAN Services. The license you grant to OCEAN is non-exclusive, perpetual, fully-paid and royalty-free, sub-licensable, and worldwide;
 2. you represent and warrant that you own the Shared Content or otherwise have the right to grant the license set forth in this section;
 5. OCEAN may delete from the OCEAN Services any Content that in the sole judgment of OCEAN violates this Agreement or which We deem inappropriate.
 6. OCEAN assumes no responsibility for any error, omission, interruption, loss, deletion, defect, theft, destruction or unauthorized access to, or alteration of any Content you upload to the OCEAN Services.
 7. You are solely responsible for the Content that you upload to the OCEAN Services, and any material or information that you transmit to other Members and for your interactions with other Users. OCEAN does not endorse and has no control over the Content. Content is not necessarily reviewed by OCEAN and does not necessarily reflect the opinions or policies of OCEAN. OCEAN makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit to other Members.
 8. OCEAN assumes no responsibility for monitoring the OCEAN Services for inappropriate Content or conduct. If at any time OCEAN chooses, in its sole discretion, to monitor the OCEAN Services, OCEAN nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User uploading any such Content.
 9. The OCEAN Services contain Content of OCEAN ("OCEAN Content"). OCEAN Content is protected by copyright, trade secret and other laws, and OCEAN owns and retains all rights in the OCEAN Content and the OCEAN Services. OCEAN hereby grants you a limited, revocable, non-sub-licensable license to reproduce and display the OCEAN Content (excluding any software code) solely for your personal use in connection with viewing the OCEAN Website and using the OCEAN Services.

3. Copyright Policy

1. You may not share, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of OCEAN to terminate Membership privileges of any Member who repeatedly infringes the copyright rights of others upon receipt of prompt notification to OCEAN by the copyright owner or the copyright owner's legal agent.
2. Without limiting the foregoing, if you believe that your work has been copied and posted on the OCEAN Services in a way that constitutes copyright infringement, please provide Us with the following information:
 1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 2. a description of the copyrighted work that you claim has been infringed;
 3. a description of where the material that you claim is infringing is located on the OCEAN Services;
 4. your address, telephone number, and email address;
 5. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
 6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

4. Fees

1. All charges payable by you for the OCEAN Services shall be in accordance with the scale of charges and rates published from time to time by Us on Our web site, errors and omissions excepted and shall be due and payable in advance of provision of the OCEAN Services.
2. We reserve the right to alter pricing including ceasing to offer elements of the OCEAN Services free of charge at any time. OCEAN will inform Members by email if the charge for a service is to be altered. You can then decide if you want to continue to use such service. Your continued use of the service after the proposed fee modification has been notified will be considered acceptance of the proposed fee modification.
3. Payment is due each anniversary month, quarter or year following the date the OCEAN Services were established until closure notice is given in accordance with 6.2. If you choose to pay by credit or debit card you authorise OCEAN to debit your account renewal fees from your card.

4. If your Membership is terminated in accordance with 6.4, you will be entitled to a pro rata refund based upon the remaining period of prepayment. You will not be entitled to a refund under any other circumstances. Any refund will be issue to the same payment source used for the initial payment.
5. Term and Termination
 1. This Agreement shall remain in full force and effect while you use the OCEAN Services or are a Member. Even after Membership is terminated, this Agreement will remain in effect.
 2. You may terminate your Membership at any time, for any reason via the Close Account form in the My Account section.
 3. OCEAN may suspend the provision of OCEAN Services to you and/or terminate your Membership without notice to you if you:
 1. fail to pay any sums due to Us as they fall due.
 2. breach any term of this Agreement.
 3. are a company and you go into liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors.
 4. OCEAN reserves the right, in its sole discretion, to suspend the provision of OCEAN Services to you and/or terminate your Membership at any time, without warning.
6. Privacy
 1. Use of the OCEAN Services is also governed by Our Privacy Policy, which is incorporated into this Agreement by this reference.
7. Indemnity
 1. You shall indemnify Us and keep Us indemnified and hold Us harmless from and against any breach by you of this Agreement and any claim brought against Us by a third party resulting from the provision of the OCEAN Services by Us to you and your use of the OCEAN Services including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Us in consequences of your breach or non-observance of any of the terms of this Agreement including if any Content that you post on the OCEAN Websites or through the OCEAN Services causes OCEAN to be liable to another.
8. Limitation of Liability
 1. OCEAN will not be responsible for any incorrect or inaccurate Content uploaded to the OCEAN Websites or in connection with the OCEAN Services, whether caused by Users of the OCEAN Services or by any of the equipment or programming associated with or utilized in the OCEAN Services.

2. OCEAN is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the OCEAN Services or combination thereof.
3. OCEAN is not responsible for any error, omission, interruption, loss, deletion, defect, theft, destruction or unauthorized access to, or alteration of any Content you upload to the OCEAN Services.
4. The OCEAN Website may contain links to other websites. OCEAN is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by OCEAN. Inclusion of any linked website on the OCEAN Services does not imply approval or endorsement of the linked website by OCEAN. When you access these third-party sites, you do so at your own risk. OCEAN takes no responsibility for third party advertisements which are posted on this OCEAN Website or through the OCEAN Services, nor does it take any responsibility for the goods or services provided by its advertisers.
5. OCEAN is not responsible for the conduct, whether online or offline, of any User of the OCEAN Services.
6. All conditions, terms, representations and warranties relating to the OCEAN Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded to the extent applicable under Irish law.
7. Nothing in these terms and conditions shall exclude Our liability for death or personal injury resulting from Our negligence.
8. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the OCEAN Services shall be limited to the charges paid by you in respect of the services which are the subject of any such claim.
9. In any event no claim shall be brought unless you have notified Us of the claim within one month of it arising.
10. In no event shall We be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

9. Non-Waiver

1. Any forbearance or failure by Us to enforce a provision to which you are subject shall not affect Our right to require such performance at any subsequent time, nor shall the waiver or forbearance by Us of any breach of any provisions of the agreement herein be taken to be or held to be a waiver of the provision or provisions itself of themselves.

10. Law

1. This Agreement shall be governed by and construed in accordance with Irish law and you hereby submit to the exclusive jurisdiction of the Irish courts.

11. Headings

1. Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

12. Entire Agreement

1. These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between Us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between Us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to this Agreement, you confirm that you have not relied on any representation other than those expressly stated in this Agreement and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Date Last Modified

These Terms of Use were last modified May 6, 2008.



Privacy Policy

OCEAN TELECOMMUNICATIONS Ltd. ("OCEAN") is committed to protecting the privacy of its customers, visitors, users, and others who use www.oceandatasafe.com or other web sites owned or operated by OCEAN (the "OCEAN Sites").

This Privacy Notice is incorporated into and is subject to the OCEAN Terms of Use. Your use of the OCEAN Sites and any personal information you provide on the OCEAN Sites remains subject to the terms of this Privacy Policy and the OCEAN Terms of Use.

The Information We Collect

You provide certain personally identifiable information (such as your name and email address) to OCEAN when choosing to participate in various activities on the OCEAN Sites.

When you visit the OCEAN Sites, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser.

Please note that any video, audio, image, or other content file you choose to share on OCEAN becomes published content and is not subject to this Privacy Policy.

How We Use The Information

If you submit personally identifiable information to us through the OCEAN Sites, then we use your personal information to operate, improve, and provide to you the features and functionality of the OCEAN Sites.

We use cookies to remember your OCEAN account information so that you will not have to re-enter it during your visit and if you have requested your login information be stored the next time you visit the OCEAN Sites.

We will not share your personally identifiable information with other, third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out.

We may use your email address without further consent for to contact you for the purposes of maintaining and to notify you of important information relating to your OCEAN account.

Your name may be shared with other OCEAN users, you may specify a screen name or handle as your name.

International Users

The OCEAN Sites are hosted in the United Kingdom and are intended for and directed to users in the European Union. If you are a User accessing the OCEAN Sites from outside the United Kingdom, through your continued use of the OCEAN Sites, which are governed by United Kingdom law, you are transferring your personal information to the United Kingdom and you consent to that transfer.

Merger or Sale

In the event that OCEAN is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected as part of such merger, acquisition, sale, or other change of control.

Changes and updates

This Privacy Policy may be revised periodically and this will be reflected by the "effective date" below. Please revisit this page to stay aware of any changes. In general, we only use your personal information in the manner described in the Privacy Policy in effect when we received the personal information you provided. Your continued use of the OCEAN Sites constitutes your agreement to this Privacy Policy and any future revisions.

Date Last Modified

This Privacy Notice was last modified October 3, 2007.

Contact Information

Should you have any questions or comments about this Privacy Policy, you should contact us at info@oceandatasafe.com